

|                                 |   |                               |                                  |
|---------------------------------|---|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i>   | <i>AGNN-126389703</i>                               | <i>State:</i>                 | <i>Arkansas</i>                  |
| <i>Filing Company:</i>          | <i>The Variable Annuity Life Insurance Company</i>  | <i>State Tracking Number:</i> | <i>44180</i>                     |
| <i>Company Tracking Number:</i> | <i>SAC-809</i>                                      |                               |                                  |
| <i>TOI:</i>                     | <i>A02G Group Annuities - Deferred Non-variable</i> | <i>Sub-TOI:</i>               | <i>A02G.002 Flexible Premium</i> |
| <i>Product Name:</i>            | <i>SAC-809</i>                                      |                               |                                  |
| <i>Project Name/Number:</i>     | <i>/</i>  |                               |                                  |

## Filing at a Glance

Company: The Variable Annuity Life Insurance Company

Product Name: SAC-809

SERFF Tr Num: AGNN-126389703 State: Arkansas

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed-Approved- Closed State Tr Num: 44180

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: SAC-809

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Angie Fox

Disposition Date: 11/30/2009

Date Submitted: 11/24/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/30/2009

Explanation for Other Group Market Type:

State Status Changed: 11/30/2009

Deemer Date:

Created By: Angie Fox

Submitted By: Angie Fox

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval is Contract SAC-809. The contract is in final form and does not replace any existing forms. This filing does not contain any unusual or controversial items. To the best of our knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules, regulations and bulletins of your State, and such form contains no provisions previously disapproved by your Department.

We certify that we are in compliance with Regulations 19 and 49 as well as AR. Code Ann. 23-79-138.

Form SAC-809 is an unallocated group fixed annuity contract funded with a separate account. The contract is designed

SERFF Tracking Number: AGNN-126389703 State: Arkansas  
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 44180  
Company Tracking Number: SAC-809  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: SAC-809  
Project Name/Number: /

primarily for use as a funding vehicle for defined benefit qualified plans, defined contribution qualified plans and IRC Section 403(b) plans.

Contract SAC-809 has a minimum guaranteed rate of 1.0%. These forms will be marketed in the retirement/employer plan market.

All variable items in this submission have been bracketed. Some provisions in the Contract have been bracketed as variable so that those provisions may be modified to reflect agreements negotiated between VALIC and the Employer. No negotiated provision will be unfairly discriminatory to any Participant covered by the Contract.

Your earliest consideration of this filing will be greatly appreciated. Please do not hesitate to contact me at 1-800-262-4764 x6050 if you have any questions concerning this filing. My email address is [angie.fox@valic.com](mailto:angie.fox@valic.com).

## Company and Contact

### Filing Contact Information

Angie Fox, [angie.fox@aigretirement.com](mailto:angie.fox@aigretirement.com)  
2919 Allen Parkway, L10-30 713-831-6050 [Phone]  
Houston, TX 77019 713-831-6932 [FAX]

### Filing Company Information

|   |                         |                          |
|---|-------------------------|--------------------------|
| The Variable Annuity Life Insurance Company | CoCode: 70238           | State of Domicile: Texas |
| 2929 Allen Parkway, L10-30                  | Group Code: 11          | Company Type:            |
| Houston, TX 77019                           | Group Name:             | State ID Number:         |
| (713) 831-1305 ext. [Phone]                 | FEIN Number: 74-1625348 |                          |

-----

## Filing Fees

|                  |   |
|------------------|---|
| Fee Required?    | Yes   |
| Fee Amount:      | \$100.00  |
| Retaliatory?     | Yes   |
| Fee Explanation: | The fee for making this filing in our domicile state of Texas is \$100, therefore \$100 is included in this filing. |
| Per Company:     | No  |

| COMPANY                                     | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|---|----------|----------------|---------------|
| The Variable Annuity Life Insurance Company | \$100.00 | 11/24/2009     | 32283734      |

SERFF Tracking Number: AGNN-126389703 State: Arkansas  
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 44180  
Company Tracking Number: SAC-809  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: SAC-809  
Project Name/Number: /

## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 11/30/2009 | 11/30/2009     |

*SERFF Tracking Number:*      *AGNN-126389703*                      *State:*                      *Arkansas*  
*Filing Company:*              *The Variable Annuity Life Insurance Company*      *State Tracking Number:*      *44180*  
*Company Tracking Number:*      *SAC-809*  
*TOI:*                      *A02G Group Annuities - Deferred Non-variable*      *Sub-TOI:*                      *A02G.002 Flexible Premium*  
*Product Name:*              *SAC-809*  
*Project Name/Number:*              /

## **Disposition**

Disposition Date: 11/30/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:* AGNN-126389703      *State:* Arkansas  
*Filing Company:* The Variable Annuity Life Insurance Company      *State Tracking Number:* 44180  
*Company Tracking Number:* SAC-809  
*TOI:* A02G Group Annuities - Deferred Non-variable      *Sub-TOI:* A02G.002 Flexible Premium  
*Product Name:* SAC-809  
*Project Name/Number:* /

| <b>Schedule</b>            | <b>Schedule Item</b>                     | <b>Schedule Item Status</b> | <b>Public Access</b> |
|----------------------------|--|-----------------------------|----------------------|
| <b>Supporting Document</b> | Flesch Certification                     |                             | Yes                  |
| <b>Supporting Document</b> | Application                              |                             | No                   |
| <b>Supporting Document</b> | Life & Annuity - Acturial Memo           |                             | No                   |
| <b>Supporting Document</b> | statement of variability                 |                             | Yes                  |
| <b>Form</b>                | Unallocated Group Fixed Annuity Contract |                             | Yes                  |

SERFF Tracking Number: AGNN-126389703 State: Arkansas

Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 44180

Company Tracking Number: SAC-809

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: SAC-809

Project Name/Number: /

## Form Schedule

Lead Form Number: SAC-809

| Schedule Item Status | Form Number | Form Type Form Name   | Action  | Action Specific Data | Readability | Attachment  |
|----------------------|-------------|---|---------|----------------------|-------------|-------------|
|                      | SAC-809     | Policy/Cont Unallocated Group<br>ract/Fratern Fixed Annuity<br>al Contract<br>Certificate | Initial |                      | 50.500      | SAC-809.pdf |

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY**  
**[2929 Allen Parkway**  
**Houston, Texas 77019]**

This Contract is issued to the Contract Owner ("Owner") named on the Schedule Page in consideration for the application and the payments and other considerations made in accordance with the terms and conditions of this Contract.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY ("VALIC") will pay the Annuities and other amounts specified in this Contract.

The conditions and provisions on this and the following pages are made a part of this Contract. All conditions and provisions are subject to any applicable state laws.

This Contract, executed at the Home Office of VALIC effective as of the Issue Date, supersedes any prior agreement or understanding between Owner and VALIC with respect to this Contract.

Countersigned:

[   ]

Secretary President

**Payments and values are guaranteed to the extent explicitly set out in this Contract, and otherwise the value of an investment option allocated to the VALIC Separate Account is not guaranteed.**

**UNALLOCATED GROUP FIXED ANNUITY CONTRACT**  
**SEPARATE ACCOUNT FUNDING A FIXED OPTION**

## TABLE OF CONTENTS

|  |    |  |    |
|--|----|--|----|
| SCHEDULE PAGE.....   | 3  | SECTION 6. WITHDRAWALS AND TRANSFERS.....                                    | 11 |
| SECTION 1. DEFINITIONS .....                                 | 4  | 6.01 Withdrawals Prior To an Employer-initiated Event .....                  | 11 |
| SECTION 2. RELATION BETWEEN PLAN AND CONTRACT .....          | 6  | 6.02 Transfers Prior To an Employer-Initiated Event .....                    | 11 |
| 2.01 General Understanding .....                             | 6  | 6.03 Withdrawals and Transfers On or After an Employer-Initiated Event ..... | 11 |
| 2.02 Changes in Plan .....                                   | 6  | 6.04 Processing of Payments .....  | 12 |
| 2.03 Competing Plan.....                                     | 6  | 6.05 Other Payments.....   | 12 |
| 2.04 Plan Suspension .....                                   | 7  | 6.06 Additional Provisions .....   | 12 |
| SECTION 3. CONTRACT ACCOUNT OPERATION .....                  | 8  | SECTION 7. ANNUITIES .....   | 13 |
| 3.01 Contract Value .....                                    | 8  | 7.01 Annuity Purchase .....  | 13 |
| 3.02 Interest on the Contract Value .....                    | 8  | 7.02 Forms of Annuity .....  | 13 |
| 3.03 Declared Rate Procedure.....                            | 8  | SECTION 8. SUSPENSION OF THE CONTRACT. 14                                    |    |
| SECTION 4. SEPARATE ACCOUNT PROVISIONS.....                  | 9  | 8.01 Suspension.....   | 14 |
| 4.01 Additions .....   | 9  | 8.02 Effects of Suspension.....  | 14 |
| 4.02 Deductions .....  | 9  | 8.03 Results of Suspension.....  | 14 |
| 4.03 Separate Account Value .....                            | 9  | 8.04 Date of Transfer.....   | 14 |
| 4.04 Insulation of the Separate Account .....                | 9  | 8.05 Termination of Contract.....  | 15 |
| 4.05 Withdrawals of Expenses from the Separate Account ..... | 9  | SECTION 9. GENERAL PROVISIONS.....   | 16 |
| 4.06 Separate Account Charge.....                            | 9  | 9.01 Modification of Contract.....   | 16 |
| SECTION 5. PAYMENTS TO VALIC.....                            | 10 | 9.02 Entire Contract.....  | 16 |
| 5.01 Required Contributions .....                            | 10 | 9.03 Exclusive Benefit .....   | 16 |
| 5.02 Payment for Additional Services .....                   | 10 | 9.04 Liability for Payments .....  | 16 |
|  |    | 9.05 Communications; Payments .....  | 16 |
|  |    | 9.06 Audit .....   | 17 |
|  |    | 9.07 Mutual Representations.....   | 17 |
|  |    | 9.08 Assignment.....   | 17 |
|  |    | 9.09 Reports .....   | 17 |
|  |    | 9.10 Proof of Survival .....   | 17 |
|  |    | APPENDIX A – Annuity Purchase Rates .....                                    | 18 |



## **SCHEDULE PAGE**

Contract Owner:

Plan Name:

Contract Number:

Issue Date:

Guaranteed Minimum Interest Rate: [1.0%]

## SECTION 1. DEFINITIONS

- 1.01** "Annuity" is a fixed periodic benefit purchased for a Participant under Section 7.
- 1.02** "Annuity Service Center" is the office, as identified by the Company, to which all correspondence and inquiries should be submitted.
- 1.03** "Business Day" is a day on which VALIC and the New York Stock Exchange are open for business. A Business Day ends with the closing of the New York Stock Exchange, normally 4:00 P.M. Eastern time.
- 1.04** "Code" is the Internal Revenue Code of 1986, as amended from time to time.
- 1.05** "Company" - "We", "Our", "Us", "Company" or "VALIC" means The Variable Annuity Life Insurance Company.
- 1.06** "Competing Option" is a Plan-maintained investment, other than this Contract, which:
- (a) is a Guaranteed Investment Fund; or
  - (b) provides a direct or indirect guarantee of investment performance; or
  - (c) is invested primarily in a portfolio of fixed income or similar assets, if the duration of such portfolio may be less than three years; or
  - (d) is, or which may be, invested primarily in financial vehicles (such as mutual funds, trusts, custodial accounts, and annuity contracts) which are, in turn, invested substantially in a portfolio described in (c) above.
- If a transfer to a Plan-maintained investment option that is not administered by the Company is requested, and if the Company is unable to obtain adequate assurances that the proposed transfer will comply with the restrictions in this Contract after the transfer, the Company shall treat the proposed transferee investment option(s) as a Competing Option(s).
- 1.07** "Contract" is this document between VALIC and the Owner.
- 1.08** "Contract Account" is the accounting record VALIC maintains under this Contract on behalf of each Owner reflecting deposits made to this Contract, plus interest, minus withdrawals and other deductions.
- 1.09** "Contract Value" is the balance in the Contract Account, determined under Section 3.
- 1.10** "Declared Rate" is the rate of interest credited to the Contract Account determined under Section 3.
- 1.11** "Employer" shall be construed to give effect to contractual restrictions and generally shall refer to the Employer that (a) sponsors the Plan under which the Contract is issued and held; or (b) elects to participate in a Plan sponsored by another party and under which the Contract is issued and held.
- 1.12** "Employer-Initiated Events" are events within the control of the Employer which VALIC reasonably determines would have an adverse financial effect on VALIC including, but not limited to, full or partial Plan termination and early retirement programs, layoffs or other breaks in service, the dissolution, sale, merger or bankruptcy of the Employer, or the sale or closing or relocation of a facility or division of the Employer.
- 1.13** "ERISA" is the Employee Retirement Income Security Act of 1974, as amended from time to time.

- 1.14 **“Guaranteed Investment Fund”** is any fund or funding vehicle established for or used by the Plan for investing Plan funds and for which VALIC, another insurance company, or any financial institution provides a guarantee of principal, including, but not limited to, any fixed dollar deposit administration group annuity contract, guaranteed interest contract (GIC), synthetic guaranteed interest contract or funding agreement.
- 1.15 **“Home Office”** is the Company's home office located at 2929 Allen Parkway, Houston, Texas 77019.
- 1.16 **“Owner”** means the Contract Owner named on the Schedule Page. The Owner generally will be the Employer or a party designated by the Employer to hold the Contract consistent with the applicable requirements of the Code and ERISA.
- 1.17 **"Participant"** is an employee of the Owner, affiliate or associated entity who participates in the Plan or any alternate payee or beneficiary deriving rights under the Plan from such employee. Records of the individual interests of Participants shall be maintained by the Plan and not under this unallocated Contract.
- 1.18 **"Plan"** is the employee benefit plan named on the Schedule Page. The Owner has given VALIC a copy of the Plan as in effect on the Issue Date. The Plan is mentioned for reference purposes only. VALIC is not a party to the Plan.
- 1.19 **"Separate Account"** is the VALIC Separate Account [E], a separate account established and maintained by VALIC under Chapter 1152 of the Texas Insurance Code exclusively to hold contributions to this Contract and any other similar contracts established for this or another contract owner, and any amounts allocated by VALIC in support of such contracts.
- 1.20 **“Separate Account Value” is the proportionate share of the Separate Account based on the Contract Value of this Contract and the total of all similar contracts plus any amounts allocated by VALIC.**
- 1.21 **"Year"** is the 12 month period beginning on the Issue Date, or any anniversary of that date unless otherwise specified in this Contract.

## **SECTION 2. RELATION BETWEEN PLAN AND CONTRACT**

### **2.01 General Understanding**

The Owner has confirmed that the Plan permits contributions to be paid to an insurance company under an unallocated group annuity contract of this type. The Owner and VALIC agree as follows:

- (a) As of the Issue Date, the Plan has certain provisions and/or related administrative practices applicable to contributions by and on behalf of Participants, investment options available to Participants, allocation of such contributions among the Plan's investment options, transfers of Participant account balances among such investment options, and payments to Participants because of retirement, termination of employment, disability or death. In agreeing to issue this Contract, VALIC has reviewed and is relying on the continuation of these Plan provisions (including related administrative practices) as in effect on the Issue Date.

Participant accounts held under this unallocated Contract are subject to applicable restrictions imposed by the Plan, including but not limited to:

- Nontransferability and/or exclusive benefit;
- Limitations on contributions generally and elective deferrals specifically;
- Loan and distribution eligibility;
- Required distributions on or after attaining 70 ½;
- Eligible rollover distributions and associated notices; and
- Spousal consent requirements;

which applicable restrictions shall in no event be less restrictive than provided under the relevant provisions of the Code and ERISA.

- (b) If the Owner maintains or establishes another retirement or deferred compensation plan, it will not allow an employee to direct existing Plan account balances to an investment option similar to the Guaranteed Investment Fund or other Competing Option in a plan-to-plan transfer. Future contributions only may be directed to such plans, and then only to the extent as permitted under the plans.
- (c) Participants will exercise their own independently determined judgments, without influence or direction by the Owner, any Employer or Plan official in regard to their actions permitted under the Plan. Upon request by VALIC, the Owner will furnish it with copies of communications to Participants concerning the Plan.

### **2.02 Changes in Plan**

The Owner agrees to give VALIC 30 days' advance notice of any material change in the Plan's provisions or administrative practices occurring after the Issue Date, including the establishment of a plan described in Section 2.01(b).

### **2.03 Competing Plan**

If the Owner:

- (a) establishes another retirement or deferred compensation plan to which one or more Participants contribute, or
- (b) establishes another type of any plan or program to which Participants contribute and which contains a savings element, or
- (c) amends an existing plan or program so that it falls within the foregoing description, or

- (d) agrees to make payroll deductions for such other plan or program (whether or not established by the Employer) for Participants,

then VALIC may deem such action to be a change in the Plan's provisions referred to in Section 2.02.

#### **2.04 Plan Suspension**

If, prior to the Contract being suspended, a complete or partial Plan termination occurs, VALIC will dispose of that portion of the Separate Account and Contract Value attributable to such Plan termination to the Owner in accordance with the provisions of Section 8.02. Unless VALIC otherwise agrees in writing, withdrawals and transfers are not available on or after a Plan Suspension.

### **SECTION 3. CONTRACT ACCOUNT OPERATION**

#### **3.01 Contract Value**

The Contract Value equals required contributions under Section 5.01, less any withdrawals, transfers, other payments, deductions, or adjustments described in this Contract plus interest credited.

#### **3.02 Interest on the Contract Value**

Interest is credited on the Contract Value at the Declared Rate then in effect for the current calendar year from the date an amount is deposited in the Separate Account up to, but not including, the date of withdrawal or transfer.

#### **3.03 Declared Rate Procedure**

Once each year, VALIC will determine the Declared Interest Rate which will be in effect for the next calendar year. The interest rate will be set in advance of the period to which it applies and will be at least equal to the Guaranteed Minimum Interest Rate set forth on the Schedule Page.

## **SECTION 4. SEPARATE ACCOUNT PROVISIONS**

### **4.01 Additions**

All payments under Section 5.01 are added to the Contract Value and Separate Account associated with this Contract on the Business Day received in good order. "In good order" means that all required information and/or documentation has been supplied and that the funds (check, wire or ACH) clearly identify the individual SSN or Group Number to which they are to be applied. Amounts may also be added to the Separate Account in support of VALIC's obligations under this Contract and in connection with reserve or other regulatory requirements or considerations.

VALIC reserves the unilateral right, by giving the Owner [180] days advance written notice, to not accept any deposits and transfers under this Contract.

### **4.02 Deductions**

An amount will be deducted from the Separate Account in connection with all withdrawals and transfers and any other payments, deductions or adjustments described in this Contract.

### **4.03 Separate Account Value**

VALIC determines the value of the Separate Account at least on the last Business Day of each calendar month. The value of the Separate Account is determined based on the fair market value of investments allocated to the Separate Account, determined by VALIC according to applicable laws and regulations and using accepted accounting and valuation practices, and after giving effect to additions, deductions and investment earnings or charges in the Separate Account since the most recent valuation.

### **4.04 Insulation of the Separate Account**

All income, gains and losses, whether or not realized, on the assets in the Separate Account are credited to or charged against the Separate Account without regard to VALIC's other income, gains or losses. The portion of the assets in the Separate Account equal to the reserves and other contract liabilities with respect to this Contract are not chargeable with liabilities arising out of any other business VALIC may conduct. VALIC owns all amounts allocated to, and all assets in, the Separate Account. VALIC is not a trustee of the Plan by reason of the Separate Account.

### **4.05 Withdrawals of Expenses from the Separate Account**

The Separate Account is directly charged with expenses attributable to the Separate Account investments and other expenses that VALIC determines are reasonably necessary to preserve or enhance the value of the Separate Account assets.

### **4.06 Separate Account Charge**

A Separate Account charge currently equal on an annual basis to [0.85%] of the Separate Account Value is due VALIC. Unless another arrangement is mutually agreed to, the charge is deducted from the Separate Account no later than the last Business Day of each calendar month. The charge may be modified by VALIC at the start of any calendar year, by giving the Owner 30 days written notice. In no event will this charge exceed [2.00%].

## **SECTION 5. PAYMENTS TO VALIC**

### **5.01 Required Contributions**

During each Year, the Owner is required to deposit with VALIC for allocation to this Contract, all deposits made to the Plan and any monies transferred from other funding vehicles during such Year which will be allocated to a Guaranteed Investment Fund. During each Year, such deposits and transfers may not be allocated to a Guaranteed Investment Fund of another insurance company or financial institution or another contract with VALIC.

Deposits to the contract will include: intra-plan and inter-plan exchanges or transfers, periodic payroll deductions made through a salary reduction agreement or otherwise, and rollovers from qualified assets outside the Plan, if permitted by both plans' rollover rules. Deposits may be attributed to Employer or employee contributions, or where applicable, to rollover contributions.

### **5.02 Payment for Additional Services**

VALIC may withdraw amounts from the Contract Value and the Separate Account for the payment of additional services as follows:

- (a) VALIC will determine an expense charge allocated to this Contract if VALIC performs additional services under this Contract at the Owner's request that are not otherwise provided for by this Contract. VALIC will notify the Owner prior to providing such services of the basis on which such expense charge is determined. The Owner will, upon receipt of notice of the amount of such expense charges, pay VALIC such amount. Such payment is not added to the Separate Account or the Contract Value. VALIC may deduct such expense charge from the Contract Value and the Separate Account, to the extent any portion remains unpaid after 60 days.
- (b) If the Owner enters into an investment advisory agreement or other service-related agreement and notifies Us of such agreement, We may periodically withdraw from the Contract Value and the Separate Account any fees associated with such advisory or service-related activities as directed by the Owner. The amount of the fee and the terms and conditions of any such program will be contained in an investment advisory agreement or other service-related agreement between the Owner and Us or a third-party.



## **SECTION 6. WITHDRAWALS AND TRANSFERS**

### **6.01 Withdrawals Prior To an Employer-Initiated Event**

Before an Employer-Initiated Event, the Owner may request withdrawals from the Contract Value for the purpose of providing payment to, or on behalf of, a Participant, pursuant to individual Participant elections. Under the terms of the Plan, a Participant (or Participant's beneficiary) has the right to elect in writing, subject to the Owner's authorization, to withdraw all or a portion of his or her funds invested under this Contract for any of the following reasons:

- (a) Participant becoming disabled (within the meaning of Code Section 72(m)(7));
- (b) Participant's death;
- (c) Participant's retirement or separation from service;
- (d) Hardship withdrawal under the terms of the Plan (but only with respect to Participant contributions exclusive of earnings);
- (e) Participant's attainment of at least age 59½;
- (f) Participant's purchase of an Annuity from VALIC for a period of at least five years; or
- (g) Participant's taking a loan under the terms of the Plan.

Withdrawals for any reason other than those described above will be subject to a charge equal to 5% of the withdrawal request amount applied at the time the distribution is processed. The charge, if otherwise applicable, may be paid on behalf of the Participant by the Owner, subject to applicable legal requirements and limitations.

Withdrawals are paid by VALIC. The Owner must notify VALIC of the total amount of any withdrawal requested by a Participant and provide any additional information VALIC reasonably requires to process such payment or verify that the amount of such payment is proper. VALIC may defer payment of a withdrawal until such information is provided.

### **6.02 Transfers Prior To an Employer-Initiated Event**

Before an Employer-Initiated Event, transfers may be made without penalty, provided however, that transfers may be made only to investment options established and maintained under the Plan and only if VALIC has determined that the Plan transfer practices comply with VALIC's underwriting rules. If the Plan includes a Competing Option or is structured so as to allow transfers to money market funds or short-term bonds funds, transfers may be made only if:

- (a) The transfer amount remains in a Plan-maintained investment, other than the Competing Option for at least 90 days (equity wash), and
- (b) Direct transfers between this Contract and a Competing Option or any similar investment are prohibited.

Transfers may be made back into this Contract at any time without imposition of the 90-day equity wash period.

### **6.03 Withdrawals and Transfers On or After an Employer-Initiated Event**

Except as noted in the paragraph below, a 5% charge will apply to each withdrawal or transfer on or after an Employer-Initiated Event, if at the time of the withdrawal or transfer, the total withdrawals and transfers during the twelve most recently completed calendar months exceed 20% of the total Contract Value at the beginning of that twelve-month period. This charge will be withdrawn from the Contract at the time the distribution is processed. Transfers may be made only to investment options established and maintained under the Plan and only if VALIC has determined that the Plan transfer practices comply with VALIC's underwriting rules. If the Plan includes a Competing Option or is

structured so as to allow transfers to money market funds or short-term bonds funds, transfers may be made only if:

- (a) The transfer amount remains in a Plan-maintained investment, other than the Competing Option for at least 90 days (equity wash), and
- (b) Direct transfers between this Contract and a Competing Option or any similar investment are prohibited.

Transfers may be made back into this Contract at any time without imposition of the 90-day equity wash period.

Withdrawals or transfers for the following reasons are counted in determining the 20% penalty-free amount but are not subject to the 5% charge:

- (a) Participant's death;
- (b) Participant's purchase of an Annuity from VALIC for a period of at least five years; or
- (c) Participant's taking a loan under the terms of the Plan.

#### **6.04 Processing of Payments**

Payment of withdrawals or transfers are normally processed and made within five Business Days of the receipt of all required information. VALIC is not obligated to pay any amount it reasonably and in good faith determines is not a withdrawal or transfer. VALIC will advise the Owner of any such determination and will consider any additional information the Owner may wish to provide concerning its request.

#### **6.05 Other Payments**

If the Owner requests any amounts not eligible for payment under this Contract, the request will be deemed a request for suspension under Section 8.01.

#### **6.06 Additional Provisions**

No withdrawal may be made directly by any Participant or by any person other than the Owner. Amounts payable by VALIC under this section may be used, at the election of the Participant, to purchase an Annuity under Section 7.

## **SECTION 7. ANNUITIES**

### **7.01 Annuity Purchase**

At the Owner's option, all or part of any amount payable under Section 6.01 or any other amount available under the Plan, may be used to buy Annuities under this Contract for Participants as provided in the Plan. Annuities may be purchased in any form then offered by VALIC. The rate of interest guaranteed under these income plan options is [1.5%] per year. The minimum income plan values are based on the [A2000 Individual Annuity Valuation Tables], ultimate 50% male, 50% female, with interest at [1.5%]. The attained age at annuitization will be adjusted downward by one year for each full five-year period that has elapsed since January 1, 2000. The table on page 18 shows the guaranteed minimum income plan values for monthly payments. These amounts could be greater, depending on the actual interest rates and the payment frequency selected.

For each income plan, the amount shown under the Annuitant's age as of the Annuity Date is the minimum amount that we will pay monthly for each \$1,000 applied to purchase the income plan. Upon request, we will provide information on payment amounts for other ages. VALIC guarantees it will use its applicable settlement option rates then in effect for new group annuity contracts offered to similar programs on the date an Annuity is purchased, if such rates are more favorable.

### **7.02 Forms of Annuity**

VALIC will issue a certificate for delivery to the Participant for any Annuity purchased under 7.01 above. The certificate sets forth the terms of the Annuity to which such Participant is entitled. If any fact pertaining to the purchase of an Annuity is misstated, such Annuity may be adjusted by VALIC to reflect the correct facts. VALIC has no liability for any Annuity payments for which it has not received the full premium due, based on the correct facts.

## **SECTION 8. SUSPENSION OF THE CONTRACT**

### **8.01 Suspension**

- a) Suspension by Owner: The Owner may suspend this Contract by giving written notice to VALIC, provided that such notice may not be given to VALIC earlier than 12 months following the date of the initial deposit under the Contract. Upon receipt by VALIC of such written notice, the Contract is immediately suspended.
- b) Suspension by VALIC: VALIC may suspend this Contract by giving written notice if it is determined that deposits do not comply with the requirements of the Internal Revenue Code or ERISA, or deposits required in accordance with section 5.01 above are not received by VALIC.

### **8.02 Effects of Suspension**

If this Contract is suspended, such suspension will be considered binding, and the Contract will continue in suspension until all assets under this Contract are depleted or the Contract is restored to full force and effect by written agreement between the Owner and VALIC.

Immediately upon suspension of the Contract and as long as this Contract continues in suspension:

- a) no further contributions can be made;
- b) no further withdrawals or transfers may be made from the Contract, except for the following reasons:
  - Participant becoming disabled (within the meaning of Code Section 72(m)(7));
  - Participant's death;
  - Participant's retirement or separation from service;
  - Hardship withdrawal under the terms of the Plan (but only with respect to Participant contributions exclusive of earnings);
  - Participant's attainment of at least 59½;
  - Participant's purchase of an Annuity from VALIC for a period of at least five years; or
  - Participant's taking a loan under the terms of the Plan.

During the 30-day period prior to the Date of Transfer, VALIC reserves the right to cease making any withdrawals and transfers from the Contract.

### **8.03 Results of Suspension**

As a result of suspension, VALIC will withdraw the Owner's Contract Value on the Date of Transfer and pay such balance, as directed by the Owner, to a successor funding vehicle on behalf of the Participants.

### **8.04 Date of Transfer**

- (a) If the current yield on a three-year Treasury note is less than 2% higher than the annual Declared Rate in effect on the date the Contract is suspended as provided in section 8.01, the Date of Transfer will be determined by VALIC based on fund liquidity, but will in no event be later than twelve months following such date.
- (b) If the current yield on a three-year Treasury note is equal to or more than 2% higher than the annual Declared Rate in effect on the date the Contract is suspended as provided in section 8.01 or on the date VALIC receives the Owner's written withdrawal request, the Date of Transfer will be determined by VALIC based on fund liquidity, but will in no event be later than twenty-four months following such applicable date.

#### **8.05 Termination of Contract**

Upon depletion of the Contract Value, the Contract will terminate and VALIC will be relieved of all further liability, except with respect to any VALIC Annuities purchased on behalf of Participants.

## **SECTION 9. GENERAL PROVISIONS**

### **9.01 Modification of Contract**

This Contract may be amended at any time by written agreement between VALIC and the Owner, without the consent of any Participant. VALIC may propose an amendment to this Contract to be effective 90 days or more after written notice is mailed to the Owner. No proposed amendment shall become effective until specifically agreed to by the Owner. A contract appendix may be modified as specified in that appendix. Unless required by applicable law, no amendment may reduce the amount, change the terms of or delay issuance of any Annuity. VALIC may change this Contract to the extent it is required or deemed advisable to do so in order to conform the Contract to applicable law.

### **9.02 Entire Contract**

This Contract and the application constitute the entire Contract between the parties with respect to the Plan's Guaranteed Investment Fund. The Owner's statements are representations and not warranties. No person, except an authorized officer of VALIC, may make or change any Contract or make any binding promises about any Contract on behalf of VALIC. Any amendment, modification or waiver of any provision of this Contract must be in writing and signed by an authorized officer of VALIC. It is intended that this Contract's provisions will be fairly construed and applied in accordance with its terms, and will not be strictly construed against either the Owner or VALIC.

### **9.03 Exclusive Benefit**

Notwithstanding any other provision in this Contract, if this Contract is issued under an eligible deferred Compensation Plan as defined in Section 457 of the IRC, all assets in the Contract shall be held for the exclusive benefit of Plan Participants and their beneficiaries.

### **9.04 Liability for Payments**

VALIC has no obligation to inquire as to the authority of any payee to receive any payments made under this Contract or to inquire into or see the payee's application of any amounts so paid.

### **9.05 Communications; Payments**

Communications between the Owner and VALIC described in this Contract must be in writing. Communications to VALIC must be addressed to its Annuity Service Center. All payments to VALIC under this Contract are payable at its designated bank. Any communication or payment may be made for the Owner by a party or parties the Owner names to act on its behalf.

#### **9.06 Audit**

VALIC may audit Plan records at any time during normal business hours to confirm compliance with the terms of this Contract. The Owner agrees to make available to VALIC copies of any records or other information which VALIC deems necessary for the performance of its obligations under this Contract, including:

- (a) All books and records of the Plan;
- (b) All modifications, amendments or operational changes to the Plan; and
- (c) All communications generally directed by the Owner to Participants.

VALIC is not liable for the fulfillment of any obligations in any way dependent on such information until it receives such information in satisfactory form. Such information may be corrected for demonstrated errors, unless VALIC has already acted to its prejudice on such information. Records prepared by VALIC from such information constitute prima facie evidence as to the truth of the information recorded thereon.

#### **9.07 Mutual Representations**

VALIC and the Owner mutually represent, each to the other, that

- (a) this Contract is a valid, legal and binding obligation, enforceable according to its terms;
- (b) the person executing the application for this Contract has full authority to enter into this Contract;
- (c) each may exercise its rights under this Contract independent of the other; and
- (d) the Owner, and not VALIC, is responsible for determining whether this Contract is a suitable investment for the Plan.

#### **9.08 Assignment**

This Contract cannot be sold, assigned, discounted, or pledged as collateral for a loan or as a security for the performance of an obligation. The benefits, values, and rights under this Contract are not subject to any creditor claims to the fullest extent permitted by law. This Contract and its rights cannot be transferred to anyone other than VALIC, except as provided under the Plan or under a domestic relations order properly issued by a court of competent jurisdiction and that complies with ERISA, if applicable. To the extent permitted by the Code and applicable law, VALIC will make a withdrawal payable to a third party upon the Owner's request.

#### **9.09 Reports**

VALIC will provide the Owner with reports at least quarterly which reflect the transaction activity of the Contract Account.

#### **9.10 Proof of Survival**

VALIC reserves the right to require satisfactory proof that the Participant and any payee is alive on the date any benefit payment is due. If this proof is not received after requested in writing, VALIC will have the right to make reduced payments or to withhold payments entirely until such proof is received.

MINIMUM MONTHLY INCOME PLAN PAYMENTS  
PER \$1,000 OF ANNUITY VALUE USED TO PURCHASE AN INCOME PLAN

|   | PLAN A, B and C TABLES |   |          |          |          |  | PLAN E TABLE         |                     |
|---|------------------------|---|----------|----------|----------|--|----------------------|---------------------|
| Attained Age of Payee When First Installment is Payable | MALE and FEMALE        |   |          |          |          |  | No. of Years Payable | Fixed Period Income |
|   | PLAN A Life Income     | PLAN B Life Income with Guaranteed Period |          |          |          | PLAN C Life Income with Installment Refund |                      |                     |
|   |                        | 5 years                                   | 10 years | 15 years | 20 years |  |                      |                     |
|   |                        |   |          |          |          |  |                      |                     |
| 50  | [\$3.15                | \$3.15                                    | \$3.13   | \$3.11   | \$3.07   | \$2.96                                     | 5                    | \$17.28             |
| 51  | 3.22                   | 3.21                                      | 3.20     | 3.17     | 3.13     | 3.02                                       | 6                    | 14.51               |
| 52  | 3.29                   | 3.28                                      | 3.27     | 3.24     | 3.19     | 3.07                                       | 7                    | 12.53               |
| 53  | 3.36                   | 3.36                                      | 3.34     | 3.30     | 3.25     | 3.13                                       | 8                    | 11.04               |
| 54  | 3.44                   | 3.43                                      | 3.41     | 3.37     | 3.31     | 3.19                                       | 9                    | 9.89                |
| 55  | 3.52                   | 3.51                                      | 3.49     | 3.45     | 3.37     | 3.25                                       | 10                   | 8.96                |
| 56  | 3.61                   | 3.60                                      | 3.57     | 3.52     | 3.44     | 3.31                                       | 11                   | 8.21                |
| 57  | 3.70                   | 3.69                                      | 3.66     | 3.60     | 3.51     | 3.38                                       | 12                   | 7.58                |
| 58  | 3.80                   | 3.79                                      | 3.75     | 3.68     | 3.58     | 3.45                                       | 13                   | 7.05                |
| 59  | 3.90                   | 3.89                                      | 3.85     | 3.77     | 3.65     | 3.52                                       | 14                   | 6.59                |
| 60  | 4.01                   | 3.99                                      | 3.95     | 3.86     | 3.72     | 3.60                                       | 15                   | 6.20                |
| 61  | 4.12                   | 4.11                                      | 4.06     | 3.95     | 3.79     | 3.68                                       | 16                   | 5.85                |
| 62  | 4.25                   | 4.23                                      | 4.17     | 4.05     | 3.86     | 3.76                                       | 17                   | 5.55                |
| 63  | 4.38                   | 4.36                                      | 4.29     | 4.15     | 3.94     | 3.85                                       | 18                   | 5.27                |
| 64  | 4.52                   | 4.49                                      | 4.41     | 4.25     | 4.01     | 3.95                                       | 19                   | 5.03                |
| 65  | 4.67                   | 4.64                                      | 4.54     | 4.36     | 4.08     | 4.04                                       | 20                   | 4.81]               |
| 66  | 4.83                   | 4.79                                      | 4.68     | 4.46     | 4.15     | 4.15                                       |                      |                     |
| 67  | 5.00                   | 4.96                                      | 4.82     | 4.57     | 4.22     | 4.25                                       |                      |                     |
| 68  | 5.18                   | 5.13                                      | 4.97     | 4.68     | 4.29     | 4.37                                       |                      |                     |
| 69  | 5.38                   | 5.32                                      | 5.13     | 4.80     | 4.35     | 4.49                                       |                      |                     |
| 70  | 5.59                   | 5.52                                      | 5.29     | 4.91     | 4.41     | 4.61                                       |                      |                     |
| 71  | 5.81                   | 5.73                                      | 5.46     | 5.02     | 4.47     | 4.74                                       |                      |                     |
| 72  | 6.05                   | 5.95                                      | 5.64     | 5.13     | 4.52     | 4.88                                       |                      |                     |
| 73  | 6.31                   | 6.19                                      | 5.82     | 5.24     | 4.57     | 5.03                                       |                      |                     |
| 74  | 6.59                   | 6.44                                      | 6.01     | 5.34     | 4.61     | 5.18                                       |                      |                     |
| 75  | 6.88                   | 6.71                                      | 6.20     | 5.44     | 4.64     | 5.34                                       |                      |                     |

All values shown are based on an interest rate of [1.5%].



SERFF Tracking Number: AGNN-126389703 State: Arkansas  
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 44180  
Company Tracking Number: SAC-809  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: SAC-809  
Project Name/Number: /

## Supporting Document Schedules

|   | Item Status: | Status<br>Date: |
|---|--------------|-----------------|
| <b>Satisfied - Item:</b> Flesch Certification<br><b>Comments:</b><br><b>Attachment:</b><br>flesch.pdf |              |                 |

|  | Item Status: | Status<br>Date: |
|--|--------------|-----------------|
| <b>Bypassed - Item:</b> Application<br><b>Bypass Reason:</b> n/a<br><b>Comments:</b> |              |                 |

|  | Item Status: | Status<br>Date: |
|--|--------------|-----------------|
| <b>Satisfied - Item:</b> statement of variability<br><b>Comments:</b><br><b>Attachment:</b><br>SOV.pdf |              |                 |

## CERTIFICATION

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, NAIC # 70238, hereby certifies that the following form(s) comply with the Flesch scale of readability requirements of your State and the forms achieved the following score:

| <u>Form Number</u> | <u>Form Description</u>                  | <u>Flesch Score</u> |
|--------------------|--|---------------------|
| SAC-809            | Unallocated Group Fixed Annuity Contract | 50.5                |

Angie Fox  
Angie Fox, ACS, AIAA, AIRC  
Legal Analyst II

November 23, 2009  
Date

**Statement of Variability for Form:  
SAC-809**

- **Officer Signatures:** for administrative purposes, the Officer signatures are bracketed on the cover page of the policy.
- **Company Address:** the company address is bracketed for administrative purposes. Any changes will be for future use only and on a non-discriminatory basis.
- **Guaranteed Minimum Interest Rate:** this policy form is being filed with a variable guaranteed minimum interest rate, allowing VALIC to use a different minimum interest rate for different groups. In all cases, however, the guaranteed minimum interest rate will be at least as great as 1.0%.
- **Section 1.19 Separate Account:** Separate Account E is currently the name of the VALIC Separate Account where contributions will be hold. Any changes in the name of the separate account will be for future use only and on a non-discriminatory basis.
- **Section 4.01 Additions:** currently the advance notice to the Owner is 180 days. This may range between 90 and 270 days. Any changes will be for future use only and on a non-discriminatory basis.
- **Section 4.06 Separate Account Charge:** the charge is expected to be 0.85% on an annual basis and not to exceed 2.00% on an annual basis. These amounts will range from 0.25% to 4.00% on an annual basis.
- **Section 7.01 Annuity Purchase:** the settlement option interest rate, mortality table and the values in the settlement option tables in the above captioned form are submitted on a variable basis. Any changes will be applicable only to new issues. Any change in the settlement option interest rate, mortality table or the values listed in the settlement option table will be filed with the Department for approval prior to use. The settlement option interest rate will range between 1.0% and 3.5%.



---

Tracey Harris - Vice President  
The Variable Annuity Life Insurance Company

Date November 20, 2009